

Residential Tenancies Tribunal

Application 2025-1036-NL

Seren Cahill
Adjudicator

Introduction

1. Hearing was held on 11-December-2025 at 9:16 am.
2. The applicant, [REDACTED], hereinafter referred to as the landlord, was represented at the hearing by their authorized representative [REDACTED], who attended via teleconference.
3. The respondent, [REDACTED], hereinafter referred to as the tenant, did not attend.

Procedural History

4. The tenant was not present or represented at the hearing and I was unable to reach them by telephone at the start of the hearing. This Tribunal's policies concerning notice requirements and hearing attendance have been adopted from the *Rules of the Supreme Court, 1986*. According to Rule 29.05(2)(a) respondents to an application must be served with claim and notice of the hearing 10 clear days prior to the hearing date and, where the respondent fails to attend the hearing, Rule 29.11(1) states that the hearing may proceed in the respondent's absence so long as they have been properly served. The landlord submitted an affidavit (LL#1) with their application stating that they had served the tenant with notice of the hearing electronically on 10-November-2025 at 8:16 am. Proof of service was also provided (LL#2). As the tenant was properly served, and as any further delay in these proceedings would unfairly disadvantage the landlord, I proceeded with the hearing in their absence.

Issues before the Tribunal

5. Should the landlord's claim for an order of vacant possession succeed?

Legislation and Policy

6. The jurisdiction of the Director of Residential Tenancies is outlined in sections 46 and 47 of the *Residential Tenancies Act, 2018* (the Act).

7. Also considered and referred to in this decision are sections 18(2), 18(9), and 34 of the *Act*, as follows:

Notice of termination of rental agreement

18. ...

(2) A landlord shall give the tenant notice that the rental agreement is terminated and the tenant is required to vacate the residential premises

(a) not less than 4 weeks before the end of a rental period where the residential premises is rented from week to week;

(b) not less than 3 months before the end of a rental period where the residential premises is rented from month to month; and

(c) not less than 3 months before the end of the term where the residential premises is rented for a fixed term.

...

(9) In addition to the requirements under section 34, a notice under this section shall

(a) be signed by the person providing the notice;

(b) be given not later than the first day of a rental period;

(c) state the date, which shall be the last day of a rental period, on which the rental agreement terminates and the tenant intends to vacate the residential premises or the date by which the tenant is required to vacate the residential premises; and

(d) be served in accordance with section 35.

Requirements for notices

34. A notice under this Act shall

(a) be in writing in the form prescribed by the minister;

(b) contain the name and address of the recipient;

(c) identify the residential premises for which the notice is given; and

(d) state the section of this Act under which the notice is given.

Issue 1: Vacant Possession

8. To receive an order for vacant possession, a landlord must provide a valid termination notice. To be valid, a termination notice must comply with all relevant sections of the *Act*. The landlord provided a termination notice (LL#3) dated 29-July-2025.
9. The termination notice is in writing in the form prescribed by the minister. It contains the name and address of the recipient. It identifies the residential premises for which it was

given. It states that it was given under section 18 of the *Act*. It therefore complies with s. 34.

10. The notice was signed by the landlord. It was given on 29-July-2025, several days before the first day of the relevant rental period. It states the date on which the rental agreement is to terminate. It was served on the tenant electronically in accordance with s. 35(2)(f) of the *Act*. It therefore complies with s. 18(9).
11. LL#3 gives a termination date of 31-October-2025, which is not less than 3 months after the date it was served and is the last date of a rental period. It therefore complies with s. 18(2) of the *Act*.
12. LL#3 complies with all relevant provisions of the *Act* and is therefore valid.

Summary of Decision

13. The valid termination notice gave a move out date of 31-October-2025. The landlord's application for an order of vacant possession succeeds.
14. The tenant shall vacate the premises immediately.
15. The landlord was successful in their claim and may therefore seek to be reimbursed for any reasonable hearing expenses. They seek only the \$20.00 application fee, which is granted.
16. The tenants shall pay to the landlord any costs charged to the landlord, by the Office of the High Sherriff, should the landlord be required to have the Sheriff enforce the attached Order of Possession.
17. The tenant shall pay to the landlord the \$20.00 application fee.

12-December-2025

Date


Seren Cahill
Residential Tenancies Office